

**National Microbiology Framework Agreement
Order Form
Reference C320792
Thermo Fisher Diagnostics Ltd**

FROM

Authority:	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency of 10 South Colonnade, London, E14 4PU (the "Authority").
Invoice address:	Post: The UK Health Security Agency, 10 South Colonnade, London, E14 4PU Email: [REDACTED]
Contract Manager:	[REDACTED] [REDACTED]
Secondary Contact: Business Owner	[REDACTED] [REDACTED]
Procurement lead	[REDACTED] [REDACTED]
Name and address for notices:	[REDACTED] [REDACTED] Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
Internal reference (if applicable):	W156805

TO:

Supplier:	Thermo Fisher Diagnostics Ltd, Wade Road, Basingstoke, RG24 8PW (the "Supplier")
Contract Manager:	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Secondary Contact:	<div data-bbox="570 170 651 212">[REDACTED]</div> <div data-bbox="708 170 841 212">[REDACTED]</div> <div data-bbox="570 222 651 264">[REDACTED]</div> <div data-bbox="708 222 906 264">[REDACTED]</div> <div data-bbox="570 275 651 317">[REDACTED]</div> <div data-bbox="708 275 1060 317">[REDACTED]</div>
Account Manager:	<div data-bbox="570 310 651 352">[REDACTED]</div> <div data-bbox="708 310 870 352">[REDACTED]</div> <div data-bbox="570 363 651 405">[REDACTED]</div> <div data-bbox="708 363 906 405">[REDACTED]</div> <div data-bbox="570 415 651 457">[REDACTED]</div> <div data-bbox="708 415 1092 457">[REDACTED]</div>
Name and address for notices:	<div data-bbox="570 451 651 493">[REDACTED]</div> <div data-bbox="708 451 894 493">[REDACTED]</div> <div data-bbox="570 504 670 546">[REDACTED]</div> <div data-bbox="708 504 1393 546">[REDACTED]</div> <div data-bbox="570 556 651 598">[REDACTED]</div> <div data-bbox="708 556 1089 598">[REDACTED]</div>

Applicable terms and conditions

The following terms and conditions are applicable to the Contract for this Order:

Appendix A	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services	Applicable to this Contract
Appendix B	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	<input checked="" type="checkbox"/> (only applicable if this box is checked)
Appendix C	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input checked="" type="checkbox"/> (only applicable if this box is checked)
Appendix D	Optional Additional Call-off Terms and Conditions for Bespoke Research, Development and Manufacturing Requirements	<input type="checkbox"/> (only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))
Appendix E	Optional Additional Call-off Terms and Conditions for Reagent Rental	<input type="checkbox"/> (only applicable if this box is checked)
Appendix F	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	<input type="checkbox"/> (only applicable if this box is checked)
Appendix G	Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services	<input type="checkbox"/> (only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))
Appendix H	<p>Further Optional Additional Call-off Terms and Conditions</p> <p>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</p>	(only applicable if one or more boxes are checked)
	1. TUPE applies at the commencement of the provision of Services	<input type="checkbox"/>
	2. TUPE on exit	<input type="checkbox"/>
	3. Different levels and/or types of insurance	<input type="checkbox"/>
	4. Induction training for Services	<input type="checkbox"/>
	5. Further Authority obligations	<input type="checkbox"/>
	6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services	<input type="checkbox"/>

	7. Inclusion of a Change Control Process	<input type="checkbox"/>	
	8. Authority step-in rights	<input type="checkbox"/>	
	9. Guarantee	<input type="checkbox"/>	
	10. Termination for convenience	<input checked="" type="checkbox"/>	
	11. Pre-Acquisition Questionnaire	<input type="checkbox"/>	
	12. Time of the essence (Goods)	<input type="checkbox"/>	
	13. Time of the essence (Services)	<input type="checkbox"/>	
	14. Specific time periods for inspection	<input type="checkbox"/>	
	15. Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A	<input type="checkbox"/>	
	16. Right to terminate following a specified number of material breaches	<input type="checkbox"/>	
	17. Expert Determination	<input type="checkbox"/>	
	18. Consigned Goods	<input type="checkbox"/>	
	19. Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises	<input type="checkbox"/>	
	20. Management Charges and Information	<input type="checkbox"/>	
	21. COVID-19 related enhanced business continuity provisions	<input type="checkbox"/>	
	22. Buffer stock requirements	<input type="checkbox"/>	
	23. Modern slavery	<input checked="" type="checkbox"/>	
	24. The additional Order Specific Key Provisions set out at Annex A (Order Specific Key Provisions) to this Order Form shall also apply to this Contract.	<input checked="" type="checkbox"/>	

1. CONTRACT DETAILS
<p>(1.1) Commencement Date: As per the date of UKHSA signature within this document.</p>
<p>(1.2) Services Commencement Date (if applicable): The warranty period shall commence at each site on the date of successful installation and acceptance of the equipment by the Authority and shall remain in effect for one (1) year from that date, including full parts and labour. The maintenance services under this Contract shall commence one (1) year after the expiry of the warranty period, ensuring uninterrupted support and servicing of the equipment.</p>
<p>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>1.3.1 The total contract value shall be three hundred forty-two thousand, three pounds and fifty-three pence (£342,003.53) (Excl. VAT) (the “Total Contract Value”). This amount represents the maximum anticipated expenditure under this agreement, subject to the terms and conditions herein. This contract covers the period from date of UKHSA signature to 27th November 2029.</p> <p>1.3.2 The Authority reserves the right to increase the expenditure beyond the stated contract value (£342,003.53) excluding VAT, in accordance with its operational needs, provided such additional expenditure is within the scope of the contract and adheres to applicable procurement regulations and approval processes.</p> <p>1.3.3 The Authority reserves the right, at its sole discretion, to amend this contract to include additional goods and/or services of a similar nature, subject to mutual agreement on the terms.</p> <p>1.3.4 The Authority reserves the right to include additional laboratories within the scope of this contract, at its sole discretion, to address operational or strategic needs, subject to agreement between the parties and in compliance with the relevant terms and conditions of this contract.</p> <p>1.3.5 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.</p> <p>1.3.6 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions).</p> <p>1.3.7 The Purchase Orders issued by the Authority in respect of this agreement do not form part of this agreement.</p>
<p>(1.4) Term of Contract:</p> <p>1.4.1 This Contract shall be deemed to have commenced on date of UKHSA signature (the “Commencement Date”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 27th November 2029 (the “Term”).</p> <p>1.4.2 The Authority may terminate the Contract for convenience at any time pursuant to Clause 10 (Termination for Convenience) of Appendix H (Further Optional Additional Call-off Terms and Conditions) of this Contract provided the Authority gives the Supplier no less than 3 (three) months written notice.</p>
<p>(1.5) Term extension options:</p> <p>1.5.1 The Authority, at its sole discretion, may extend this Contract for up to two additional periods: the first for three (3) years and the second for two (2) years, (the “Extension Period”), in accordance with Clause 15.2 of the Call Off Terms and Conditions.</p> <p>1.5.2 Both extensions will require pricing negotiations with the Supplier, limited strictly to adjustments based on the Consumer Price Index (CPI) of the preceding fixed period.</p>

2. GOODS AND SERVICES REQUIREMENTS

(2.1) Description of the Goods and Services:

The specification of the Goods and Services (the **"Specification"**) is as set out in this Clause 2.1.

2.1.1 This contract covers the purchase and service maintenance of the following items as per below tables.

CAPITAL COST				
Catalogue Number	Item Description	UOM	Quantity	Price (Ex VAT)
YV2021	VIZION	EA	1	
YV4000	ARIS HiQ	EA	1	
YV3011	NEPHELOMETER	EA	1	
YSW4000GBL	SWIN PC Global Kit	EA	1	
YV3020	SENSITITRE AIM	EA	1	
Total Capital Cost				

The above items will be covered under the post-warranty service contract outlined in the table below. This service contract will commence one year from the date of warranty expiry.

BRONZE LEVEL CONTRACT				
Catalogue Number	Item Description	Service Contract Type	Quantity	Duration (Days)
YV2021	VIZION	PM Only (Bronze)	1	364
YV4000	ARIS HiQ	PM Only (Bronze)	1	364
YV3011	NEPHELOMETER	PM Only (Bronze)	1	364
YSW4000GBL	SWIN PC Global Kit	PM Only (Bronze)	1	364
YV3020	SENSITITRE AIM	PM Only (Bronze)	1	364
POST-WARRANTY ANNUAL SERVICE COST:				

Bronze Extended Service Agreement AVAILABLE FOR ALL SENSITITRE INSTRUMENTATION	
Preventative Maintenance Labour	Included
Preventative Maintenance Travel	Included
Preventative Maintenance Consumables	Included
Urgent Repair Response Time:	5 working days
Non-Urgent Repair Response Time	10 working days
Preferential Response Time	Included
Software Updates	Included
Service History Archive	Included
Spare Parts Cost	20% Discount
Local Country Telephone Support	Included
Application Support	Included
Remote Diagnostics Capability	Included

REAGENT / CONSUMABLE COST			
Catalogue Number	Item Description	Pack Size	Pricing for 5 years fixed
YEUMDROXF	PLATE DRY IVD GRAM NEG	10	
YT3339	Demineralized Water (5ML) 100/pk	100 x 5ML	
YT3462	Mueller-Hinton Broth W/TES 100/Box	100 STUCK	
YE1041	SENSI-CAL McFarland STD, 0.5 POLYM.	1 X 5ML	
YE3010	Dosing Heads PK/100	100	
YMYCOTBI	Mycobacteria TB panel	10	
YT3491	Sensititre Saline Tween with Glass beads	10	
YT3441	Sensititre Middlebrook 7H9 with OADC	10	
YY010	Yeast panels	10	
YY3462	Sensititre YeastOne Broth	10	

(2.2) Premises and Location(s) at which the Services are to be provided:

2.2.1 The Supplier shall perform the Services at the Premises and Locations set out in Appendix 1 or such other location as advised by the Authority from time to time.

2.2.2 All planned performance of the Services shall be pre-advised by the Supplier to the Authority's primary contact stated below at least 2 (two) Business Days prior to the Services being performed on the Instrument at the relevant Premises and Location:

[REDACTED]

[REDACTED]

2.2.3 The Supplier shall provide the following data when notifying the Primary Contact:

- Supplier name;
- Authority's purchase order (PO) number.
- Item reference, description and quantity;
- Any special instructions originally entered for Authority's Order (e.g. project)

2.2.4 The Primary Contact will confirm:

- Booking reference number;
- Date and time of Supplier attending the relevant Premises and Location; and
- Premises and Location address where the Services shall be performed.

2.2.5 The Authority may refuse unscheduled performance of Services. In such event, the Supplier shall rearrange such performance of Services utilising the service delivery process set out in this Clause 2.2.

2.2.6 Delivery of the Services shall be considered to have occurred when the Delivery Contact or other authorised representative of the Authority at the Authority's nominated location has agreed that the

service has been carried out to the supplier's specification and has signed the delivery note to confirm acceptance.

2.2.7 The Authority may at any time move equipment between Laboratory sites, remove, substitute or add equipment to the contract. The Authority shall provide the Supplier with as much notice of equipment moves as possible and, in any event, not less than 10 days' notice.

(2.3) Key personnel of the Supplier to be involved in the Services:

[illegible]

(2.4) Performance standards:

- The Supplier shall perform the Services in accordance with good industry standards and practices.
- Timely delivery of the Services in accordance with section 2.6 below.
- Quality of Services i.e. Goods/Services to meet Specifications as stated in section 2.1 & 2.5.
- Proof of delivery of the Goods to be supplied with invoice.

(2.5) Quality standards:

The Supplier shall perform the post-warranty services on the equipment listed in section 2.1 in accordance with the bronze level contract described within the National Microbiology Framework agreement.

(2.6) Contract monitoring arrangements:

The Authority Contract Manager (or their delegate) and Key Personnel of the Supplier may meet Bimonthly (or such other frequency as reasonably requested by the Authority) and no less than quarterly (unless otherwise notified by the Authority) to discuss the Supplier's performance and other matters connected to the delivery of the Contract.

(2.7) Management information and meetings:

2.7.1 At the Authority's request, within five (5) Working Days of such request, the Supplier shall provide such management information to the Authority as the Authority may reasonably request from time to time (including without limit any information about the Supplier's supply chain and its compliance in relation to sustainability requirements).

3. CONFIDENTIAL INFORMATION (if applicable)

(3.1) The following information shall be deemed Confidential Information:

- Supplier pricing.
- Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives
- Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Authority's representatives

(3.2) Duration that the information shall be deemed Confidential Information:

For a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.

4. DATA PROCESSING (if applicable)

(4.1) Personal Data to be processed by the Supplier:

In accordance with the Data Protection Protocol.

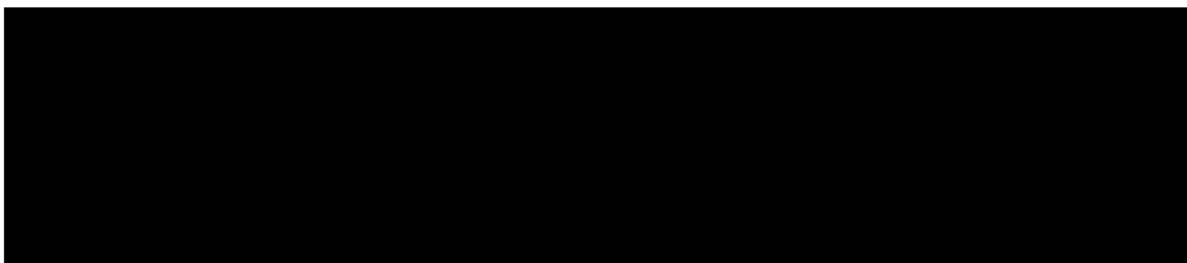
5. LEASE / LICENSE (if applicable)

(5.1) The Authority is granting the following lease or licence to the Supplier:

N/A

Signature for and on behalf of the Supplier:

Signature for and on behalf of the Authority:



Date Signed: 22 November 2024

Date Signed: 22nd November 2024

Annex A

Order Specific Key Provisions

1. Supply of Goods

1.1. The Authority shall order reagents and consumables necessary to support its operations on a demand basis. The Supplier acknowledges and agrees that the Authority is not obligated to purchase any specific minimum volume of the Products during the term of this Agreement. Orders shall be placed as needed, and the Supplier shall ensure the availability of the Products to meet the Authority's operational requirements within the agreed timelines and terms.

1.2. The Supplier shall provide electronic certificates of analysis for each batch of Products upon request by the Authority. All reagents and consumables delivered by the Supplier to the Authority must have a minimum of six (6) months shelf life remaining before expiry.

1.3. The Supplier shall promptly inform the Authority and the Site Authority Representative of any supply chain issues that may affect current or future order fulfilment. Additionally, the Supplier must notify the Site Authority Representative of any delays to individual orders.

2. Delivery and Risk:

2.1. The Supplier shall perform the Services at the Premises and location(s) set out in Appendix 1 of this order form.

2.2. The Supplier will ensure that the provisions of services are made in accordance with the terms of this Order Form including Appendix 1 hereto, and the Call-Off Terms and Conditions.

3. Installation

3.1. The Supplier shall provide the Authority with a Certificate of Installation.

3.2. At the point of installation in each laboratory, the system shall be supplied with the following documentation, at a minimum:

- Printed and electronic system installation instructions
- Printed and electronic system operating instructions
- Printed and electronic Instructions for Use (IFU(s))
- Printed and electronic user maintenance instructions
- Electronic training materials
- Any other relevant printed and electronic certification for the system
- Electronic Material Safety Data Sheets (MSDS)

3.3. The Supplier shall ensure that the Authority is provided with any updated versions of the above documents throughout the term of the contract.

4. Information Technology

4.1. The Supplier shall provide the Authority with a comprehensive and detailed Interface Specification for the System.

4.2. The Supplier shall provide updates to the Interface Specification as necessary to reflect changes in the System, applicable standards, or Authority requirements.

5. Quality

5.1. The products offered by the Supplier for this requirement must adhere to all relevant In Vitro Diagnostic (IVD) and Medical Device (MD) regulations both at the time of contract commencement and throughout the contract duration. Specifically, the Supplier shall comply with The Medical Devices Regulations 2002 (SI 2002 No 618, as amended) in relation to IVDs and MDs.

5.2. From 1st July 2030, all IVDs placed on the UK market must bear UKCA mark certification. The Supplier agrees to comply with any future updates to these regulations that apply to the assay(s) under contract, ensuring continued adherence for the duration of the contract.

6. Health and Safety

6.1. The Supplier shall, as a minimum:

- Notify the Authority of any Health and Safety issues arising with the system, providing details of the issues and proposed mitigation measures.
- Ensure that the system complies with all relevant current and future UK Health and Safety guidelines.
- Supply an electronic certificate of Health and Safety conformity, Material Safety Data Sheets (MSDS) for all relevant materials (electronic format), and a recommended protocol for the biological decontamination of the equipment (both printed and electronic) at the point of installation in each laboratory.
- Identify any biological, chemical, noise, electrical, physical, or other risks to operator safety related to the preparation of samples and operation of the system. The Supplier shall also describe the corresponding mitigation actions.

7. Training

7.1. The Supplier shall train Authority staff in accordance with the training requirements outlined below, as well as any additional training deemed relevant by the Supplier. Ongoing refresher training shall be provided at least once per year per site.

7.2. In the event of software, hardware, or other system updates during the contract term, the Supplier shall consult with Authority representatives to determine if additional training is necessary. If required, the Supplier shall provide this training as part of their ongoing obligations under the contract.

7.3. Following system installation, the Supplier shall provide full training to a minimum of four (4) staff members per laboratory site, ensuring proficiency in the use of the system. Training shall be delivered on-site at the Authority laboratory. Upon completion of training, the Supplier shall provide certification to the users.

8. Invoicing Process

8.1. Payment terms are net 30 days from receipt of a valid monthly invoice.

8.2. Within 10 Business Days of Contract signature, the Authority will issue one (1) unique purchase order ("PO") number covering the total capital cost [REDACTED]

Additional purchase orders will be raised as required throughout the contract term to cover reagents, consumables, and maintenance. These orders will be issued in accordance with the Authority's operational needs

and the terms of the contract.

The Supplier must be in receipt of a valid PO number before submitting an invoice.

8.3. The Supplier shall provide an invoice to the Authority for all Goods received and accepted by the Authority.

8.4. The Supplier shall send all invoices for approval and shall include the proof of delivery to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative (to be confirmed) before being submitted for payment.

8.5. All invoices must be sent quoting a valid purchase order number. The Supplier shall provide a current statement of accounts on a monthly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.

8.6. The Supplier shall provide compliant invoices that include a valid PO number, PO line item number (if applicable), PO line description, and the details (name and telephone number) of the Authority's authorised representative. Non – compliant invoices will be sent back to the Supplier, which may lead to a delay in a payment.

8.7. In support of the Services provided, the Supplier shall provide to the Authority a Service Report confirming provision of the Services at the Authority's nominated Delivery Location.

8.8. The UK Health Security Agency, 10 South Colonnade, London, E14 4PU. Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED]

Appendix 1

Contact Details

**UK Health Security Agency
Manchester University NHS Foundation Trust
Oxford Road
Manchester
M13 9WL**

